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to probate, recognizes and endeavors to carry out the intention of the testator, that rule cannot be invoked in the construction of the statute regarding their execution. In the latter case courts do not consider the intention of the testator, but that of the legislature." In the Ohio case of *Irwin v. Jacques*, supra, the court said: "The purpose of the legislature must be looked to as to the formalities prescribed for the execution of wills. The application of this rule may in some cases work hardship and thwart an intended disposition of property; but the safeguards cannot be frittered away because of the unfortunate work of an incompetent who has been given the grave responsibility of writing a will. The protection of wills from fraudulent and unauthorized changes, additions, and interlineations seems to be the paramount object of the statute, and its enforcement will no doubt work the greater good." The construction put upon the statute by the court in the principal case will render it ineffective for the purpose for which it was designed. The clear weight of authority is with the Ohio case and against the principal case. *Glancy v. Glancy*, 17 Ohio St. 135; *In re O'Neil's Will*, 91 N. Y. 516; *In re Walker*, 110 Cal. 387, 42 Pac. 815.

WILLS—SIGNING "AT THE END."—A will was written upon a blank form folded in the middle and containing three ruled pages. All the testamentary clauses were written after the printed heading and occupied the whole of the first page and a portion of the second page of the form. The remainder of the second page and all of the third page, down to the printed testimonium clause, at or near the bottom of the page (making in all a space of about 23½ inches) were entirely blank. Immediately beneath and at the end of the testimonium clause, in the space and on the line provided for that purpose, the testatrix signed her name, by mark. Then follows the attestation clause in due form. No testamentary provision of any kind is found in the will after her signature. *Held*, that the will was signed at the end thereof as required by § 5916 Revised Statutes. *Mader et al. v. Apple et al.* (1909), — Ohio —, 89 N. E. 37.

If statutes requiring wills to be signed at the end must be complied with literally so as to preclude all opportunity of making fraudulent additions to wills it would seem that wills such as the one in the principal case ought not to be held valid. *Soward v. Soward*, 1 Duv. (Ky.) 126. However so literal a compliance with the statute is apparently not required; a substantial observance of it is sufficient. The weight of authority is to the effect that a blank space between the dispositive portion of the will and the signature is never material and that an instrument is signed at the end thereof when nothing intervenes between the instrument and the signature. *In re Dayger*, 47 Hun 127; *Hitchcock v. Thompson*, 6 Hun 279; *In re Gilman*, 38 Barb. 364; *Goods of Archer*, 40 L. J. P. 80, L. R. 2 P. 252, 25 L. T. 274; *Hunt v. Hunt*, 35 L. J. P. 135, L. R. 1 P. 209, 14 L. T. 859. The court in the principal case recognizes the fact that there is some danger in such a holding but declines to hold the will invalid merely because of that danger. Among all the cases examined by the writer in which such wills were held valid there were none in which the blank space was as large as 23½ inches.